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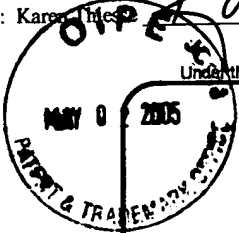
By: Karen Hesse

PTO/SB/82 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035

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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	10/643,135
Filing Date	August 18, 2003
First Named Inventor	Frank M. Sharp
Art Unit	2632
Examiner Name	Pham, Toan Ngoc
Attorney Docket Number	19448-P006P1

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

39770

☐ Please change the correspondence address for the above-identified application to:

☒ The address associated with Customer Number:

39770

OR

<input type="checkbox"/> Firm or Individual Name	Winstead Sechrest & Minick P.C.				
Address	P.O. Box 50784				
City	Dallas	State	Texas	Zip	75201
Country	US				
Telephone	214.745.5710	Fax	214.745.5390		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

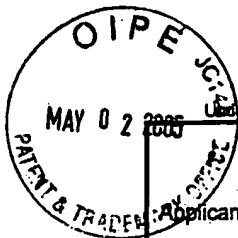
Signature			
Name	Frank M. Sharp		
Date	4/14/05	Telephone	713-220-5680

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



PTO/SB/98 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Comerica BankApplication No./Patent No.: 10/643,135Filed/Issue Date: August 18, 2003Entitled: System and Method for Configuring an Electronically Steerable Beam of a Traffic Signal Light

Comerica Bank, a National Banking Association
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: F. M. Sharp, M. C. Hutchison & T. Shinham To: Optisoft, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 014735, Frame 0764, or for which a copy thereof is attached.

2. From: Optisoft, Inc. To: Comerica Bank

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]
Signature
ANNE SHAIT
Printed or Typed Name

4/14/05
Date

713-220-5680
Telephone Number

Vice President - Comerica Bank
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

BILL OF SALE

This **BILL OF SALE** (this "Bill of Sale") is executed and delivered as of March 28, 2005 (the "Effective Date"), by Auction Resource, LC, 6060 N. Central Expressway, Suite 240, Dallas, Texas 75206 (the "Auctioneer") to Comerica Bank, One Shell Plaza, 910 Louisiana, Houston, Texas 77002 (the "Purchaser").

WITNESSETH:

Pursuant to a Notification of Disposition of Collateral dated March 8, 2005, Auctioneer conducted an auction of the personal property more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes (collectively with any records and other property described herein, the "Property").

Comerica, being the highest bidder at the auction in the amount of \$_____ the receipt and sufficiency of which are hereby acknowledged and confessed, and the mutual and dependent covenants contained in this Bill of Sale, Purchaser and Auctioneer agree as follows:

1. Transfer. Auctioneer has GRANTED, CONVEYED, BARGAINED, TRANSFERRED, ASSIGNED, CONTRIBUTED, SET-OVER AND DELIVERED, and by these presents does hereby GRANT, CONVEY, BARGAIN, SELL, TRANSFER, ASSIGN, CONTRIBUTE, SET-OVER and DELIVER unto Purchaser, all of the right, title and interest to the Property in its present "**AS IS, WHERE IS**" condition.

2. Binding Effect. Auctioneer and Purchaser agree that this Bill of Sale and the provisions herein contained shall be binding upon and inure to the benefit of Purchaser and Auctioneer and their respective successors and assigns.

3. Governing Law. This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of Texas.

[Remainder of page intentionally left blank]

EXECUTED as of the date first above written.

AUCTIONEER:

Auction Resource, LC

By: 

Print: Steven M. Bogard

Print Title: STEVEN BOGARD

Agreed and Accepted:

PURCHASER:

Comerica Bank

By: _____

Print Name: _____

Print Title: _____

The Property does not include the accounts receivables, fixtures, furniture and equipment (unless expressly included above), test equipment or phone system of Debtor.

EXHIBIT "A"

The Property includes the following assets of Optisoft, Inc. (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located:

- (a) all software, computers, demonstration models, instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;
- (b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Seller to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;
- (c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Seller to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;
- (d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Seller for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

The Property also includes all merchandise, inventory or other property or goods of Debtor in the possession of Astro Optics Corp., 156 Williams Street, Carpentersville, IL 60110 and Siemens Energy and Automation, Inc., Electronics Manufacturing Center, 3000 Bill Garland Road, Johnson City, TN 37601.